

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
SOUTHERN DIVISION

TIM TEICHERT, PERSONAL
REPRESENTATIVE OF THE
ESTATE OF MINERVA
TEICHERT,

Plaintiff,

vs.

THE CHURCH OF JESUS CHRIST
OF LATTER-DAY SAINTS,
BRIGHAM YOUNG
UNIVERSITY, BRIGHAM
YOUNG UNIVERSITY MUSEUM
OF ART, DESERET
MANAGEMENT CORPORATION,
DESERET BOOK COMPANY and
LATTER-DAY HOME LLC,

Defendants.

Case No.: 8:23-cv-00180-FWS-JDE
**STIPULATED PROTECTIVE
ORDER**

Based on the parties' Stipulation (Dkt. 51) and for good cause shown, the Court finds as orders as follows.

1. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary or private information for which special protection from public disclosure and from use for any purpose other than pursuing this litigation

1 maybe warranted. Accordingly, the parties hereby stipulate to and petition the
2 Court to enter the following Stipulated Protective Order. The parties
3 acknowledge that this Order does not confer blanket protections on all
4 disclosures or responses to discovery and that the protection it affords from
5 public disclosure and use extends only to the limited information or items
6 that are entitled to confidential treatment under the applicable legal
7 principles.

8 2. GOOD CAUSE STATEMENT

9 This action is likely to involve trade secrets, customer and pricing lists
10 and other valuable research, development, commercial, financial, and/or
11 proprietary information for which special protection from public disclosure
12 and from use for any purpose other than prosecution of this action is
13 warranted. Such confidential and proprietary materials and information
14 consist of, among other things, confidential business or financial information,
15 information regarding confidential business practices, or other confidential
16 research, development, or commercial information (including information
17 implicating privacy rights of third parties), information otherwise generally
18 unavailable to the public, or which may be privileged or otherwise protected
19 from disclosure under state or federal statutes, court rules, case decisions, or
20 common law. Accordingly, to expedite the flow of information, to facilitate
21 the prompt resolution of disputes over confidentiality of discovery materials,
22 to adequately protect information the parties are entitled to keep confidential,
23 to ensure that the parties are permitted reasonable necessary uses of such
24 material in preparation for and in the conduct of trial, to address their
25 handling at the end of the litigation, and serve the ends of justice, a protective
26 order for such information is justified in this matter. It is the intent of the
27 parties that information will not be designated as confidential for tactical
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1 reasons and that nothing be so designated without a good faith belief that it
2 has been maintained in a confidential, non-public manner, and there is good
3 cause why it should not be part of the public record of this case.
4

5 3. ACKNOWLEDGMENT OF UNDER SEAL FILING
6 PROCEDURE

7 The parties further acknowledge, as set forth in Section 14.3, below,
8 that this Stipulated Protective Order does not entitle them to file confidential
9 information under seal; Local Civil Rule 79-5 sets forth the procedures that
10 must be followed and the standards that will be applied when a party seeks
11 permission from the court to file material under seal. There is a strong
12 presumption that the public has a right of access to judicial proceedings and
13 records in civil cases. In connection with non-dispositive motions, good
14 cause must be shown to support a filing under seal. *See Kamakana v. City*
15 *and County of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006), *Phillips v.*
16 *Gen. Motors Corp.*, 307 F.3d 1206, 1210-11 (9th Cir. 2002), *Makar-Welbon*
17 *v. Sony Electrics, Inc.*, 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated
18 protective orders require good cause showing), and a specific showing of
19 good cause or compelling reasons with proper evidentiary support and legal
20 justification, must be made with respect to Protected Material that a party
21 seeks to file under seal. The parties' mere designation of Disclosure or
22 Discovery Material as CONFIDENTIAL does not—without the submission
23 of competent evidence by declaration, establishing that the material sought to
24 be filed under seal qualifies as confidential, privileged, or otherwise
25 protectable—constitute good cause.

26 Further, if a party requests sealing related to a dispositive motion or
27 trial, then compelling reasons, not only good cause, for the sealing must be
28 shown, and the relief sought shall be narrowly tailored to serve the specific

1 interest to be protected. *See Pintos v. Pacific Creditors Ass'n.*, 605 F.3d 665,
2 677-79 (9th Cir. 2010). For each item or type of information, document, or
3 thing sought to be filed or introduced under seal, the party seeking protection
4 must articulate compelling reasons, supported by specific facts and legal
5 justification, for the requested sealing order. Again, competent evidence
6 supporting the application to file documents under seal must be provided by
7 declaration.
8

9 Any document that is not confidential, privileged, or otherwise
10 protectable in its entirety will not be filed under seal if the confidential
11 portions can be redacted. If documents can be redacted, then a redacted
12 version for public viewing, omitting only the confidential, privileged, or
13 otherwise protectable portions of the document, shall be filed. Any
14 application that seeks to file documents under seal in their entirety should
15 include an explanation of why redaction is not feasible.
16

4. DEFINITIONS

17 4.1 Action: the above-captioned proceeding, *Tim Teichert, Personal*
18 *Representative of the Estate of Minerva Teichert v. The Church of Jesus*
19 *Christ of Latter-day Saints, et al.*, United States District Court for the Central
20 District of California Case No. 8:23-cv-00180-FWS-JDE.
21

22 4.2 Challenging Party: a Party or Non-Party that challenges the
23 designation of information or items under this Order.
24

25 4.3 "CONFIDENTIAL" Information or Items: information
26 (regardless of how it is generated, stored or maintained) or tangible things
27 that qualify for protection under Federal Rule of Civil Procedure 26(c), and
28 as specified above in the Good Cause Statement.
29

30 4.4 Counsel: Outside Counsel for a Party to this Action and House
31 Counsel (as well as their support staff).
32

1
2 4.5 Designating Party: a Party or Non-Party that designates
3 information or items that it produces in disclosures or in responses to
4 discovery as “CONFIDENTIAL,” or “HIGHLY CONFIDENTIAL –
5 ATTORNEYS’ EYES ONLY.”

6 4.6 Disclosure or Discovery Material: all items or information,
7 regardless of the medium or manner in which it is generated, stored, or
8 maintained (including, among other things, testimony, transcripts, and
9 tangible things), that are produced or generated in disclosures or responses to
10 discovery.

11 4.7 Expert: a person with specialized knowledge or experience in a
12 matter pertinent to the litigation who has been retained by a party or its
13 counsel to serve as an expert witness or as a consultant in this Action.

14 4.8 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
15 Information or Items: “Confidential Information or Items” that the
16 Designating Party reasonably believes contain highly sensitive private
17 material, including but not limited to non-public business or financial
18 information, the disclosure of which to another Party or Non-Party would
19 create a substantial risk of serious harm, including to the Designating Party’s
20 business, that could not be avoided by less restrictive means.

21 4.9 House Counsel: attorneys who are employees of a party to this
22 Action. House Counsel does not include Outside Counsel of Record or any
23 other Outside Counsel.

24 4.10 Non-Party: any natural person, partnership, corporation,
25 association or other legal entity not named as a Party to this action.

26 4.11 Outside Counsel of Record: attorneys who are not employees of
27 a party to this Action but are retained to represent a party to this Action and
28 have appeared in this Action on behalf of that party or are affiliated with a

1 law firm that has appeared on behalf of that party, and includes support staff.
2

3 4.12 Outside Counsel: attorneys who are not employees of a party to
4 this Action and who have not appeared in this Action, but are retained to
5 represent a party to this Action or are affiliated with a law firm that
6 represents a party to this Action, and includes support staff. Outside Counsel
7 shall also include Outside Counsel of Record.

8 4.13 Party: any party to this Action, including all of its officers,
9 directors, employees, consultants, retained experts, and Outside Counsel of
10 Record (and their support staffs).

11 4.14 Producing Party: a Party or Non-Party that produces Disclosure
12 or Discovery Material in this Action.

13 4.15 Professional Vendors: persons or entities that provide litigation
14 support services (e.g., photocopying, videotaping, translating, preparing
15 exhibits or demonstrations, and organizing, storing, or retrieving data in any
16 form or medium) and their employees and subcontractors.

17 4.16 Protected Material: any Disclosure or Discovery Material that is
18 designated as “CONFIDENTIAL” or
19 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

20 4.17 Receiving Party: a Party that receives Disclosure or Discovery
21 Material from a Producing Party.

22 5. SCOPE

23 The protections conferred by this Stipulation and Order cover not only
24 Protected Material (as defined above), but also (1) any information copied or
25 extracted from Protected Material; (2) all copies, excerpts, summaries, or
26 compilations of Protected Material; and (3) any testimony, conversations, or
27 presentations by Parties or their Counsel that might reveal Protected Material.

1 Any use of Protected Material at trial shall be governed by the orders
2 of the trial judge and other applicable authorities. This Order does not govern
3 the use of Protected Material at trial.
4

5 6. DURATION

6 Once a case proceeds to trial, information that was designated as
7 **CONFIDENTIAL** or maintained pursuant to this protective order used or
8 introduced as an exhibit at trial becomes public and will be presumptively
9 available to all members of the public, including the press, unless compelling
10 reasons supported by specific factual findings to proceed otherwise are made
11 to the trial judge in advance of the trial. *See Kamakana*, 447 F.3d at 1180-81
12 (distinguishing “good cause” showing for sealing documents produced in
13 discovery from “compelling reasons” standard when merits-related
14 documents are part of court record). Accordingly, the terms of this protective
15 order do not extend beyond the commencement of the trial.

16 7. DESIGNATING PROTECTED MATERIAL

17 7.1 Exercise of Restraint and Care in Designating Material for

18 Protection. Each Party or Non-Party that designates
19 information or items for protection under this Order must take care to limit
20 any such designation to specific material that qualifies under the appropriate
21 standards. The Designating Party must designate for protection only those
22 parts of material, documents, items or oral or written communications that
23 qualify so that other portions of the material, documents, items or
24 communications for which protection is not warranted are not swept
25 unjustifiably within the ambit of this Order.

26 Mass, indiscriminate or routinized designations are prohibited.
27 Designations that are shown to be clearly unjustified or that have been made
28 for an improper purpose (e.g., to unnecessarily encumber the case

1 development process or to impose unnecessary expenses and burdens on
2 other parties) may expose the Designating Party to sanctions.
3

4 If it comes to a Designating Party's attention that information or items
5 that it designated for protection do not qualify for protection, that
6 Designating Party must promptly notify all other Parties that it is
7 withdrawing the inapplicable designation.

8 7.2 Manner and Timing of Designations. Except as otherwise
9 provided in this Order, or as otherwise stipulated or ordered, Disclosure of
10 Discovery Material that qualifies for protection under this Order must be
11 clearly so designated before the material is disclosed or produced.

12 Designation in conformity with this Order requires:

13 (a) for information in documentary form (e.g., paper or
14 electronic documents, but excluding transcripts of depositions or other
15 pretrial or trial proceedings), that the Producing Party affix at a minimum, the
16 legend "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL –
17 ATTORNEYS' EYES ONLY", to each page that contains protected material.
18 If only a portion of the material on a page qualifies for protection, the
19 Producing Party also must clearly identify the protected portion(s) (e.g., by
20 making appropriate markings in the margins).

21 A Party or Non-Party that makes original documents available for
22 inspection need not designate them for protection until after the inspecting
23 Party has indicated which documents it would like copied and produced.
24 During the inspection and before the designation, all of the material made
25 available for inspection shall be deemed "CONFIDENTIAL." After the
26 inspecting Party has identified the documents it wants copied and produced,
27 the Producing Party must determine which documents, or portions thereof,
28 qualify for protection under this Order. Then, before producing the specified

1 documents, the Producing Party must affix the “CONFIDENTIAL” or
2 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” legend to
3 each page that contains Protected Material. If only a portion of the material
4 on a page qualifies for protection, the Producing Party also must clearly
5 identify the protected portion(s) (e.g., by making appropriate markings in the
6 margins).

7 (b) depositions or other pretrial testimony shall be designated by
8 notice via email or in writing, sent to all Parties within ten (10) business days
9 after receiving a copy of the final transcript, and by directing the court
10 reporter that the appropriate confidentiality legend be affixed to the first page
11 of the original and all copies of the transcript containing any
12 “CONFIDENTIAL,” or “HIGHLY CONFIDENTIAL – ATTORNEYS’
13 EYES ONLY” material. Unless otherwise stated on the record, all
14 depositions and other pretrial testimony shall be deemed to be
15 “CONFIDENTIAL” until the expiration of the tenth business day after
16 counsel receives a copy of the transcript, after which time such deposition or
17 pretrial testimony shall be treated in accordance with its actual designation, if
18 any. The Parties may modify this procedure for any particular deposition,
19 through agreement on the record at such deposition, without further order of
20 the Court.

21 (c) for information produced in some form other than
22 documentary and for any other tangible items, that the Producing Party affix
23 in a prominent place on the exterior of the container or containers in which
24 the information is stored the legend “CONFIDENTIAL” or “HIGHLY
25 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” If only a portion or
26 portions of the information warrants protection, the Producing Party, to the
27 extent practicable, shall identify the protected portion(s).

1 7.3 Inadvertent Failures to Designate. If timely corrected, an
2 inadvertent failure to designate qualified information or items does not,
3 standing alone, waive the Designating Party's right to secure protection under
4 this Order for such material. Upon timely correction of a designation, the
5 Receiving Party must make reasonable efforts to assure that the material is
6 treated in accordance with the provisions of this Order.
7

8 8. CHALLENGING CONFIDENTIALITY DESIGNATIONS

9 8.1. Timing of Challenges. Any Party or Non-Party may challenge a
10 designation of confidentiality at any time that is consistent with the Court's
11 Scheduling Order.

12 8.2 Meet and Confer. The Challenging Party shall initiate the
13 dispute resolution process under Local Rule 37-1 *et seq.*

14 8.3 Joint Stipulation. Any challenge submitted to the Court shall be via
15 a joint stipulation pursuant to Local Rule 37-2.

16 8.4 The burden of persuasion in any such challenge proceeding shall be
17 on the Designating Party. Frivolous challenges, and those made for an
18 improper purpose (e.g., to harass or impose unnecessary expenses and
19 burdens on other parties) may expose the Challenging Party to sanctions.
20 Unless the Designating Party has waived or withdrawn the confidentiality
21 designation, all parties shall continue to afford the material in question the
22 level of protection to which it is entitled under the Producing Party's
23 designation until the Court rules on the challenge.

24 9. ACCESS TO AND USE OF PROTECTED MATERIAL

25 9.1 Basic Principles. A Receiving Party may use Protected Material
26 that is disclosed or produced by another Party or by a Non-Party in
27 connection with this Action only for prosecuting, defending or attempting to

1 settle this Action. Such Protected Material may be disclosed only to the
2 categories of persons and under the conditions described in this Order. When
3 the Action has been terminated, a Receiving Party must comply with the
4 provisions of section 15 below (FINAL DISPOSITION).

5 Protected Material must be stored and maintained by a Receiving Party
6 at a location and in a secure manner that ensures that access is limited to the
7 persons authorized under this Order.

8 9.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
9 otherwise ordered by the court or permitted in writing by the Designating
10 Party, a Receiving Party may disclose any information or item designated
11 “CONFIDENTIAL” only to:

12 (a) the Receiving Party’s Outside Counsel, as well as employees
13 of said Outside Counsel to whom it is reasonably necessary to disclose the
14 information for this Action;

15 (b) the officers, directors, and employees (including House
16 Counsel) of the Receiving Party to whom disclosure is reasonably necessary
17 for this Action;

18 (c) Experts (as defined in this Order) of the Receiving Party to
19 whom disclosure is reasonably necessary for this Action and who have
20 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

21 (d) the court and its personnel;

22 (e) court reporters and their staff;

23 (f) professional jury or trial consultants, mock jurors, and
24 Professional Vendors to whom disclosure is reasonably necessary for this
25 Action and who have signed the “Acknowledgment and Agreement to Be
26 Bound” (Exhibit A);

(g) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information;

(h) during their depositions, witnesses, and attorneys for witnesses, in the Action to whom disclosure is reasonably necessary provided: (1) the deposing party requests that the witness sign the form attached as Exhibit A hereto; and (2) they will not be permitted to keep any confidential information unless they sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material may be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order; and

(i) any mediators or settlement officers and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

9.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or Items. Unless otherwise ordered by the Court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only to:

(a) the Receiving Party's Outside Counsel, such counsel's immediate paralegals and staff, and any copying or clerical litigation support services working at the direction of such counsel, paralegals, and staff;

(b) House Counsel of the Receiving Party to whom disclosure is reasonably necessary for this Action;

(c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(d) the court and its personnel;

(e) court reporters and their staff;

(f) professional jury or trial consultants, mock jurors, and

Professional Vendors to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(g) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information;

(h) during their depositions, witnesses, and attorneys for witnesses, in the Action to whom disclosure is reasonably necessary provided: (1) the deposing party requests that the witness sign the form attached as Exhibit A hereto; and (2) they will not be permitted to keep any confidential information unless they sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material may be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order; and

(i) any mediators or settlement officers and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions

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2 10. PROTECTED MATERIAL SUBPOENAED OR ORDERED
3 PRODUCED IN OTHER LITIGATION

4 If a Party is served with a subpoena or a court order issued in other
5 litigation that compels disclosure of any information or items designated in
6 this Action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
7 ATTORNEYS’ EYES ONLY” that Party must:

8 (a) promptly notify in writing the Designating Party. Such
9 notification shall include a copy of the subpoena or court order;

10 (b) promptly notify in writing the party who caused the
11 subpoena or order to issue in the other litigation that some or all of the
12 material covered by the subpoena or order is subject to this Protective Order.
13 Such notification shall include a copy of this Stipulated Protective Order; and

14 (c) cooperate with respect to all reasonable procedures sought to
15 be pursued by the Designating Party whose Protected Material may be
16 affected. If the Designating Party timely seeks a protective order, the Party
17 served with the subpoena or court order shall not produce any information
18 designated in this action as “CONFIDENTIAL” or “HIGHLY
19 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” before a determination
20 by the court from which the subpoena or order issued, unless the Party has
21 obtained the Designating Party’s permission. The Designating Party shall
22 bear the burden and expense of seeking protection in that court of its
23 confidential material and nothing in these provisions should be construed as
24 authorizing or encouraging a Receiving Party in this Action to disobey a
25 lawful directive from another court.

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2 11. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO
3 BE PRODUCED IN THIS LITIGATION

4 (a) The terms of this Order are applicable to information
5 produced by a Non-Party in this Action and designated as
6 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS'
7 EYES ONLY." Such information produced by Non-Parties in connection
8 with this litigation is protected by the remedies and relief provided by this
9 Order. Nothing in these provisions should be construed as prohibiting a Non-
10 Party from seeking additional protections.

11 (b) In the event that a Party is required, by a valid discovery
12 request, to produce a Non-Party's confidential information in its possession,
13 and the Party is subject to an agreement with the Non-Party not to produce
14 the Non-Party's confidential information, then the Party shall:

15 (1) promptly notify in writing the Requesting Party and the Non-
16 Party that some or all of the information requested is subject to a
17 confidentiality agreement with a Non-Party;

18 (2) promptly provide the Non-Party with a copy of the
19 Stipulated Protective Order in this Action, the relevant discovery request(s),
20 and a reasonably specific description of the information requested; and

21 (3) make the information requested available for inspection by
22 the Non-Party, if requested.

23 (c) If the Non-Party fails to seek a protective order from this
24 court within 14 days of receiving the notice and accompanying information,
25 the Receiving Party may produce the Non-Party's confidential information
26 responsive to the discovery request. If the Non-Party timely seeks a
27 protective order, the Receiving Party shall not produce any information in its
28 possession or control that is subject to the confidentiality agreement with the

1 Non-Party before a determination by the court. Absent a court order to the
2 contrary, the Non-Party shall bear the burden and expense of seeking
3 protection in this court of its Protected Material.
4

5 12. UNAUTHORIZED DISCLOSURE OF PROTECTED
6 MATERIAL

7 If a Receiving Party learns that, by inadvertence or otherwise, it has
8 disclosed Protected Material to any person or in any circumstance not
9 authorized under this Stipulated Protective Order, the Receiving Party must
10 immediately (a) notify in writing the Designating Party of the unauthorized
11 disclosures, (b) use its best efforts to retrieve all unauthorized copies of the
12 Protected Material, (c) inform the person or persons to whom unauthorized
13 disclosures were made of all the terms of this Order, and (d) request such
14 person or persons to execute the “Acknowledgment an Agreement to Be
15 Bound” attached hereto as Exhibit A.

16 13. INADVERTENT PRODUCTION OF PRIVILEGED OR
17 OTHERWISE PROTECTED MATERIAL

18 When a Producing Party gives notice to Receiving Parties that certain
19 inadvertently produced material is subject to a claim of privilege or other
20 protection, the obligations of the Receiving Parties are those set forth in
21 Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to
22 modify whatever procedure may be established in an e-discovery order that
23 provides for production without prior privilege review. Pursuant to Federal
24 Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on
25 the effect of disclosure of a communication or information covered by the
26 attorney-client privilege or work product protection, the parties may
27 incorporate their agreement in the stipulated protective order submitted to the
28 court.

1 14. MISCELLANEOUS

2 14.1 Right to Further Relief. Nothing in this Order abridges the right
3 of any person to seek its modification by the Court in the future.

4 14.2 Right to Assert Other Objections. By stipulating to the entry of
5 this Protective Order, no Party waives any right it otherwise would have to
6 object to disclosing or producing any information or item on any ground not
7 addressed in this Stipulated Protective Order. Similarly, no Party waives any
8 right to object on any ground to use in evidence of any of the material
9 covered by this Protective Order.

10 14.3 Filing Protected Material. A Party that seeks to file under seal any
11 Protected Material must comply with Local Civil Rule 79-5. Protected
12 Material may only be filed under seal pursuant to a court order authorizing
13 the sealing of the specific Protected Material. If a Party's request to file
14 Protected Material under seal is denied by the court, then the Receiving Party
15 may file the information in the public record unless otherwise instructed by
16 the court.

17 15. FINAL DISPOSITION

18 After the final disposition of this Action, as defined in paragraph 6,
19 within 60 days of a written request by the Designating Party, each Receiving
20 Party must return all Protected Material to the Producing Party or destroy
21 such material. As used in this subdivision, "all Protected Material" includes
22 all copies, abstracts, compilations, summaries, and any other format
23 reproducing or capturing any of the Protected Material. Whether the
24 Protected Material is returned or destroyed, the Receiving Party must submit
25 a written certification to the Producing Party (and, if not the same person or
26 entity, to the Designating Party) by the 60-day deadline that (1) identifies (by
27 category, where appropriate) all the Protected Material that was returned or
28

destroyed and (2) affirms that the Receiving Party has not retained any copies, abstracts, compilations, summaries or any other format reproducing or capturing any of the Protected Material. Notwithstanding this provision, Counsel are entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant and expert work product, even if such materials contain Protected Material. Any such archival copies that contain or constitute Protected Material remain subject to this Protective Order as set forth in Section 6 (DURATION).

16. VIOLATION

Any violation of this Order may be punished by appropriate measures including, without limitation, contempt proceedings and/or monetary sanctions.

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

DATED: 09/14/2023

John D. Early
JOHN D. EARLY
United States Magistrate Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of

[print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on September 14, 2023, in the case of *Tim Teichert, Personal Representative of the Estate of Minerva Teichert v. The Church of Jesus Christ of Latter-day Saints, et al.* (Case No. 8:23-cv-00180-FWS-JDE). I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action.

I hereby appoint _____ [print or type full name] of
_____ [print or type full address and telephone
number] as my California agent for service of process in connection with this action or any
proceedings related to enforcement of this Stipulated Protective Order.

Date:

City and State where sworn and signed:

Printed name:

Signature: